

EXHIBIT A

**CHAPTER 13
RETAINER AGREEMENT**

I (we) Dana Smith and _____ have retained **Berger, Fischhoff & Shumer, LLP** (the "Firm") to represent me (us) in a Chapter 13 Bankruptcy proceeding. I (we) agree that the fee for representation in this proceeding is \$ 8000 plus the \$310.00 filing fee plus \$100 for credit counseling fee.

It is acknowledged that the sum of \$ 8000 has been paid to this firm as and for an initial deposit against the retainer. In addition, said retainer shall constitute a minimum fee and is considered earned and is not refundable.

I (we) understand that \$ 8000 plus the \$310.00 filing fee must be paid before the petition is filed. No petition will be filed unless that portion of the fee is paid. The balance, if any, of \$ _____ will be paid by the Trustee from the proceeds of our pre-confirmation and/or post-confirmation payments for my (our) Chapter 13 plan. By signing this Retainer, I (we) hereby assign to Berger, Fischhoff & Shumer, LLP, our interest in the money I (we) pay to the Trustee, whether the case is confirmed or dismissed, to the extent necessary to satisfy any unpaid legal fees pursuant to this Retainer Agreement and authorizes the Court and/or Trustee to pay such amounts from funds on hand, in the event that this case is dismissed prior to confirmation.

Included in the fee are the following:

1. Preparation and filing of a Chapter 13 petition, statement and plan.
2. Stop foreclosure, garnishment and/or wage assignment, if necessary.
3. Representation at the Section 341 Hearing and all adjournments except those caused by my (our) failure to come to Court or by my (our) failure to provide necessary documents required for confirmation.
4. Preparation and filing of an amended plan, prior to confirmation, if necessary.
5. Representation at the Confirmation Hearing and all adjournments except those caused by my (our) failure to come to Court or by my (our) failure to provide necessary documents required for confirmation.

I (We) understand that the above services are all that are necessary, in most chapter 13 cases. Representation after Confirmation, if necessary, is not included in this fee. In the event that additional services are necessary, I (we) agree to pay the following fees for the following services:

1. Attend an adjourned Section 341 or confirmation hearing caused by my (our) failure to come to Court or failure to provide necessary documents or to make the required payments necessary for confirmation - \$375.00.
2. Defense of a motion to lift the stay or to dismiss because of my (our) failure to pay mortgage payments -\$475.00.

3. Defense of a motion to dismiss or convert my (our) petition due to my (our) failure to make plan payments - \$475.00.
4. Amending schedules, prior to confirmation, to include an asset or a debt I (we) failed to disclose to Berger, Fischhoff & Shumer, LLP prior to the filing of my (our) petition \$300.00 plus \$30.00 Court filing fee.
5. Preparation and filing of an amended plan, prior to confirmation, caused by the inclusion of additional assets or creditors which I (we) failed to disclose to Berger, Fischhoff & Shumer, LLP prior to the filing of the petition - \$200.00.
6. Preparation and filing of any post confirmation motions i.e.: to Modify a Confirmed Chapter 13 Plan, to Approve Loan Modification, to Sell/Refinance, to Vacate Orders or Judgments, etc. -\$750.00 and up plus filing fees, if applicable
7. Conversion to Chapter 7 including preparation of schedules and attendance at a Chapter 7 Section 341 Hearing - \$950.00 plus \$15.00 Court filing fee, plus all fees applicable under the separate Chapter 7 Retainer Agreement.
8. Pre-Confirmation Motions on my (our) behalf i.e.: to expunge or reduce claims or to avoid liens, to vacate orders, to reinstate case, etc. - \$750.00 and up.
9. Any contested proceeding or litigation not specifically enumerated above - \$500.00 per hour. *- this is when specifically excluded litigation or contested matters*
10. Preparation and filing of an Adversary Complaint or Motion to Strip Down a Second Mortgage- \$2,000.00 to be paid under the Chapter 13 Plan

I (we) understand that if I (we) do not pay the additional fees to Berger, Fischhoff & Shumer, LLP before the case is confirmed that Berger, Fischhoff & Shumer, LLP may file an amended proof of claim for the additional fees due them and that I (we) will receive a copy of this amended proof of claim in the mail. I (we) understand that all legal fee payments are earned upon receipt and are not refundable.

I (we) understand that if I (we) fail to pay Berger, Fischhoff & Shumer, LLP any fee agreed upon in this retainer agreement when it becomes due, then Berger, Fischhoff & Shumer, LLP will stop all work on my (our) case and ask the Court to be relieved as my (our) attorney.

I (we) understand that as a prerequisite to the filing of my case, the law requires I (we) obtain pre-filing credit counseling. It is my (our) responsibility to obtain the necessary certificates at our own expense. (Which is included in the disbursements paid to the firm.)

I (we) also understand that we may need to provide your office with a credit report and appraisals for real property, or personal property, and tax transcripts. These services will be paid by me (us) directly to the service provider. If the firm provides such services on my (our)

behalf, it may add up to a 25% service charge to the actual cost. Such costs are not included in this legal retainer.

Furthermore, I (we) understand that as a prerequisite to receiving a discharge of debtor, the law required that I (we) complete a post filing credit counseling course. I (we) understand that it is my (our) responsibility to obtain the necessary completion certificates at our own expense. (Which disbursement is included in the fees paid to the firm.) I (we) also understand, that I (we) must provide such completion certificates to this firm immediately upon receipt of same. If I (we) do not provide the completion certificates to this firm for filing with the Court, I (we) understand that my (our) discharge of debtor(s) may either be delayed or not granted.

SPECIAL NOTE: (A) I (we) understand there is **NO PROTECTION** against foreclosure/eviction/garnishment or repossession until the petition is filed in Court. I (we) understand that my (our) petition will not be filed until I (we) have paid Berger, Fischhoff & Shumer, LLP \$ 8000 plus the \$310.00 filing fee and credit counseling fee. Additionally, if the final installment is paid by personal check, I (we) understand that Steinberg, Fineo, Berger, Barone & Fischhoff, P.C. will not file this Chapter 13 petition for ten (10) business days. There will be an additional charge of \$35.00 for bank charges and office processing if your check is returned by the bank unpaid.

(B) Because of the recent substantial Amendments to the Bankruptcy Code, and lack of precedents, we are no longer able to give you any assurance about the outcome of your case.

AGREED AND CONSENTED TO:

Debtor

Debtor

DATE: 3/20/17

BERGER, SHUMER & FISCHOFF, P.C.

By: _____